

Boston Redevelopment Authority

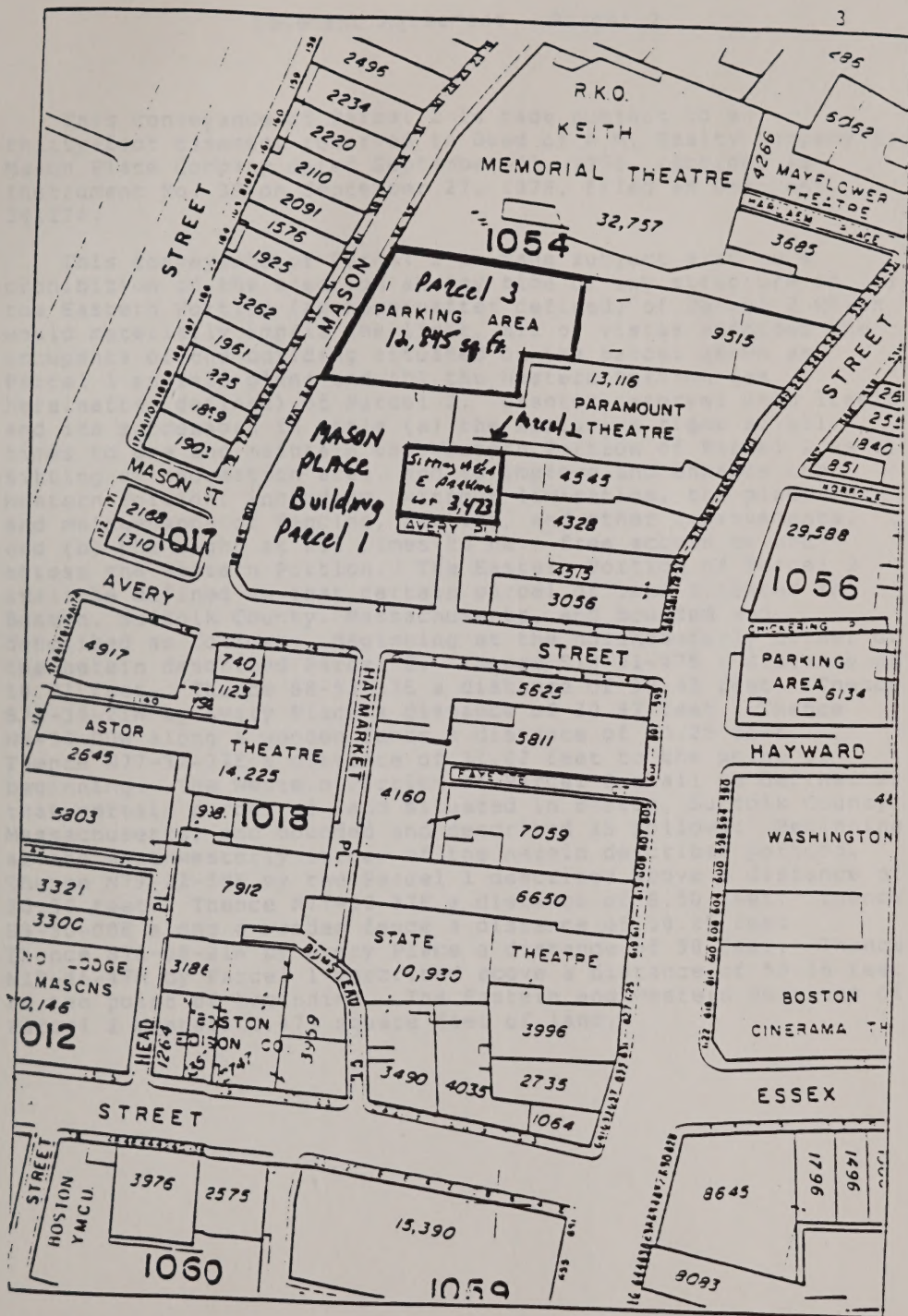
FIRST AMENDMENT TO THE REPORT AND DECISION ON THE APPLICATION OF MASON PLACE COMPANY FOR THE AUTHORIZATION AND APPROVAL OF A PROJECT UNDER MASSACHUSETTS GENERAL LAWS CHAPTER 121A, AS AMENDED, AND CHAPTER 652 OF THE ACTS OF 1960, TO BE UNDERTAKEN AND CARRIED OUT BY A LIMITED PARTNERSHIP FORMED UNDER MASSACHUSETTS GENERAL LAWS, CHAPTER 109, AND APPROVAL TO ACT AS AN URBAN REDEVELOPMENT LIMITED PARTNERSHIP UNDER SAID CHAPTER 121A.

On March 9, 1978, the Authority voted to adopt a Report and Decision on the Application of Mason Place Company for Authorization and Approval of a Project and Consent to the Formation of a Limited Partnership Pursuant to Chapter 121A of the Massachusetts General Laws. The proposal called for the construction of 129 units of housing for the elderly and handicapped, and appurtenant facilities. A parking lot for 53 vehicles was also made available to the tenants, and to the extent not used by the tenants, to the general public. The Project is located at 70-80 Mason Street, Boston.

On October 20, 1985, Mason Place Company (hereinafter the "Partnership") submitted an application requesting the Authority's approval of the following changes in the Report and Decision:

1. The consent of the Authority to delete the reference to "70-80 Mason Street" and substitute in place thereof the following language: "80 Mason Street".
2. The Partnership's request for a revision of the boundaries to delete excess land areas from the 121A Project area to include Parcel 1 only. The elderly housing is located in the Mason Place Building on Parcel 1. The excess land areas consist of Parcels 2 and 3 which are presently used as open space and parking, and Mason Street Place which is a private way owned by the Partnership. These Parcels are delineated on the site plan attached hereto.
3. The grant by the Authority of an additional zoning deviation which would eliminate the parking requirement found in Article 23 Section 1 of the Boston Zoning Code. The grant of a zoning deviation would also require the Authority to delete from the first paragraph of Section B of the Report and Decision the following sentence: "There will be a parking lot for 53 vehicles available to the tenants, and to the extent not used by the tenants, to the general public".

In connection with the proposed Amendment, the Authority hereby requires the Partnership to: (a) enter into an Agreement with the Authority whereby Parcels 2 and 3 will remain as open space and parking and any change therefrom shall require the Authority's prior approval; (b) provide an easement satisfactory to the Authority which will protect the Project's air and light.



MASON PLACE COMPANY

Easement Agreement - Parcel 2

This conveyance of Parcel 2 is made subject to a thirty-foot easement reserved in Deed of A.H. Realty Company to Mason Place Company dated September 21, 1978, recorded as Instrument No. 39 on September 27, 1978, filed as Document 341174.

This conveyance of Parcel 2 is made subject also to a prohibition of the erection at any time of any structure on (a) the Eastern Portion (as hereinafter defined) of Parcel 2 which would materially impair the light, air or vistas afforded the occupants of the building situated on the parcel shown as Parcel 1 on said plan; and (b) the Western Portion (as hereinafter defined) of Parcel 2. Grantor reserves unto itself and its successors in title (a) the exclusive right at all times to use and maintain the Western Portion of Parcel 2 as a sitting or recreation area, and to improve and enhance the Western Portion, including, without limitation, the placement and maintenance of fencing, seating, and other improvements, and (b) the right at all times to have free access to and across the Western Portion. The Eastern Portion of Parcel 2 shall be defined as that certain parcel of land situated in Boston, Suffolk County, Massachusetts, and bounded and described as follows: Beginning at the northeasterly corner of the herein described Parcel 2. Thence S10-31-47E a distance of 10.71 feet. Thence S8-53-37E a distance of 39.63 feet. Thence S78-39-21W by Avery Place a distance of 30.67 feet. Thence N9-50-00W along a wooden fence a distance of 50.25 feet. Thence N77-52-37E a distance of 31.02 feet to the point of beginning. The Western Portion of Parcel 2 shall be defined as that certain parcel of land situated in Boston, Suffolk County, Massachusetts, and bounded and described as follows: Beginning at the northwesterly corner of the herein described portion. Thence N79-22-58E by the Parcel 1 described above a distance of 30.50 feet. Thence N77-52-37E a distance of 8.50 feet. Thence S9-50-00E along a wooden fence a distance of 50.25 feet. Thence S78-39-21W by Avery Place a distance of 38 feet. Thence N10-46-47W by Parcel 1 described above a distance of 50.16 feet to the point of beginning. The Eastern and Western Portions of Parcel 2 contain 3,473 square feet of land.

3351Z



U.S. Department of Housing and Urban Development
Boston Regional Office, Region I
Room 800 John F. Kennedy Building
Boston, Massachusetts 02203

24 SEP 1985

Mr. Howard E. Cohen
Mintz, Levin, Cohn, Ferris, Glovsky, and Popeo, P.C.
One Federal Center
Boston, Massachusetts 02111

Dear Mr. Cohen:

Please be advised that the partial release of the subject mortgage has been reviewed by this office. We find the proposal approvable contingent upon submission of the mortgage discharge.

As specifically stated in the mortgagee's letter of approval all amounts received by the mortgagor from the proceeds of such release must be applied to the then outstanding principal balance of the loan. Upon execution by the mortgagor and mortgagee please submit the original discharge document for endorsement by the Department.

If you require further information please contact Elaine Jackson of my staff at 223-4214.

Sincerely,

A handwritten signature in dark ink, appearing to read "John C. Mongan", is written over the typed name.

John C. Mongan
Regional Administrator-
Regional Housing Commissioner

85714-014

WEALTH AVENUE
ASSACHUSETTS 02215

NE: 617-262-9800

RECEIVED

NOV 4 1985

BOSTON REDEVELOPMENT AUTHORITY
OFFICE OF THE DIRECTOR

October 20, 1985

5/NS
INN Mr. Stephen Coyle, Director
Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201

Re: Mason Place Company
Proposed Amendment to Chapter 121A Application and
Decision

Dear Mr. Coyle:

Mason Place Company hereby makes application to amend the Boston Redevelopment Authority "Report and Decision," approved and adopted by the BRA on March 9, 1978, and approved by the Mayor on April 6, 1978, authorizing Mason Place Company to act as an Urban Redevelopment Limited Partnership under Massachusetts General Laws Chapter 121A (the "Partnership"). This proposed amendment, filed pursuant to Rule 6 of the BRA rules and regulations governing Chapter 121A projects, would adjust the present boundary of the Partnership's Chapter 121A project.

The Report and Decision permitted the Partnership to acquire and renovate a vacant, seriously deteriorated eight-story office structure, and convert it into a 129 unit, Section 8 assisted, HUD insured housing project for the elderly and handicapped (the "Project"). The Project is located on Parcel 1 of the accompanying site plan. Parcel 2, in the rear

851104-014

Mr. Stephen Coyle, Director
October 20, 1985
Page 2

of the building, was acquired to protect the Project's air and light. Parcel 3 was acquired with the building and has been used as a commercial parking facility. The site also includes Mason Street Place which is a private way owned by the Partnership.

The Partnership seeks by this proposed amendment to adjust its Chapter 121A Project boundary to include Parcel 1 only. BRA approval of this proposed amendment and a restructuring of the Partnership would allow the sale of Parcels 2 and 3 at some future date.

Rule 6 of the BRA's rules and regulations governing Chapter 121A Projects contains specific authority for submission and approval of this proposed amendment. This rule reads in pertinent part:

After the Authority's adoption of a Report and Decision on an application and approval of the same by the Mayor, applicant(s) may find it necessary to amend their applications as a result of developments or factors not present at the time of the original application, such as, but not limited to, an increase in the proposed cost of the project, adjustment in the boundary of the project, or a need for additional deviations from existing

Mr. Stephen Coyle, Director
October 20, 1985
Page 3

laws, codes, ordinances and regulations
(emphasis added).

The proposed amendment does not involve a fundamental change in the Project. In this instance, Parcels 2 and 3 were included in the existing Chapter 121A Project for purposes ancillary to the primary purpose of the Project which was, and will continue to be, the provision of elderly housing.

None of the authority's findings in its "Report and Decision" would be affected. Specifically, the uninterrupted operation and maintenance of the building for elderly housing will insure the continued public use and benefit of the Project. Neither the quantity or quality of the elderly housing will be diminished. The "Report and Decision" stated that the original Project included "...a parking lot for 53 vehicles available to the tenants, and to the extent not used by the tenants, to the general public." However, the residents have not used this lot in the past 5 years the Project has been operated. The parking lot is not required by HUD. All available evidence suggests that the parking lot is an unnecessary and non-contributory factor in the Project's operation. For elderly housing the Zoning Code require .2 spaces per unit. Based on the Partnership's experience with

Mr. Stephen Coyle, Director
October 20, 1985
Page 4

this Project and the experience of the general partners of the Partnership with other downtown elderly developments such as the Stearn's building, this amount of parking is not necessary in this location. Consequently, the Partnership is requesting under Rule 6 an amendment of the Report and Decision for this additional deviation. Further, the Project's light and air which is now protected by Parcel 2 would continue to be so protected by an easement which would be a condition to any subsequent transfer of the land by the Partnership. A copy of this easement is attached hereto.

The excision of Parcels 2 and 3 from the existing Chapter 121A project would not harm the Project's substantial financial return to the City of Boston. Under the proposed amendment, all terms of the contract between Mason Place Company and the City of Boston relating to the Project will remain in effect. The commercial parking lot would become taxable at customary rates.

Removing this unimproved land from the Chapter 121A project will ultimately maximize its use and facilitate substantial improvements to adjacent parcels. Mason Place Company understands that the development teams presently assembling parcels in the area are interested in acquiring Parcels 2 and 3

Mr. Stephen Coyle, Director
October 20, 1985
Page 5

in conjunction with City-approved redevelopment projects. By adopting this amendment, the Authority could insure that Parcels 2 and 3 are used for their current purposes or in connection with a City-supported development effort in the area.

Parcels 2 and 3 currently are part of the HUD-insured mortgage. Both HUD and the mortgagee have agreed that removal of these parcels from the Project will not harm the Project or the Partnership's ability to provide the elderly housing.

To accomplish the purpose of the requested amendment, the following specific changes in the Report and Decision are necessary:

1. In the first paragraph of Section B of the Report and Decision, the reference to "70-80 Mason Street" should be deleted, and the following language should be substituted in place thereof: "80 Mason Street."
2. The Project boundary be shown as including only Parcel 1.

Mr. Stephen Coyle, Director
October 20, 1985
Page 6

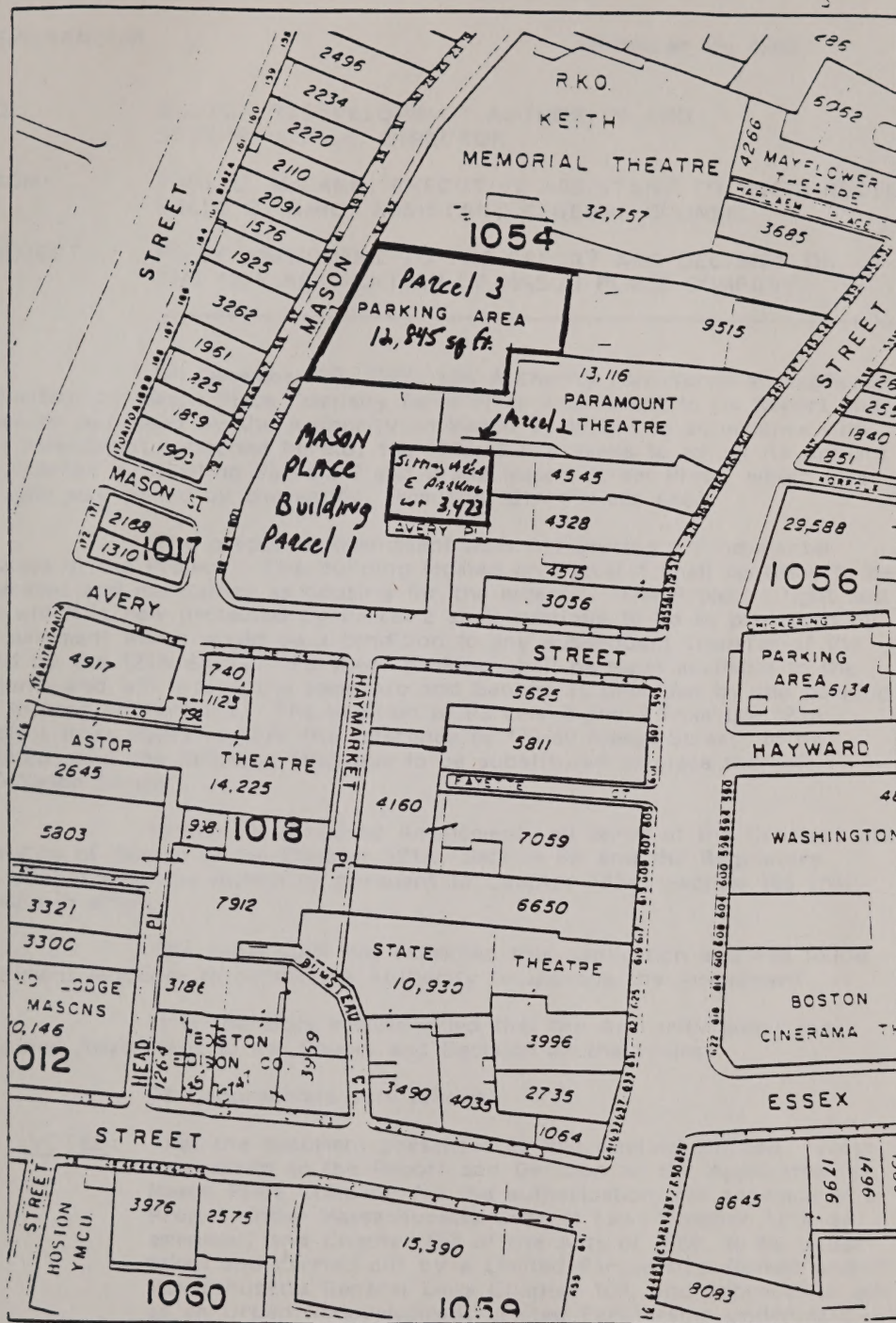
3. In the first paragraph of Section B of the Report and Decision the following sentence should be deleted:
"There will be a parking lot for 53 vehicles available to the tenants, and to the extent not used by the tenants, to the general public."
4. The Partnership be granted an additional deviation eliminating the parking requirement for the Project.
5. Such other changes which in the Authority's judgment are necessary to change the Project's boundary as requested.

Mason Place Company would greatly appreciate your scheduling this matter before the next available meeting of the Authority.

Sincerely yours,

MASON PLACE COMPANY

Walter Winchester,
As General Partner



Doc #4703

MEMORANDUM

December 19, 1985

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: PAUL L. McCANN, EXECUTIVE ASSISTANT TO THE DIRECTOR
KELLY D. KING, ASSISTANT GENERAL COUNSEL

SUBJECT: FIRST AMENDMENT TO THE REPORT AND DECISION ON
THE 121A APPLICATION OF MASON PLACE COMPANY

On December 19, 1985, the Authority considered an application submitted by Mason Place Company for a First Amendment to its Report and Decision approved by the Authority on March 9, 1978. In accordance with the Amendment, attached hereto, the 121A entity seeks to adjust its present boundaries by deleting Parcels 2 and 3 and Mason Street Place, which is a private way owned by the entity, from the 121A Project Area.

The proposed Amendment does not involve a fundamental change in the Project. The building located on Parcel 1 shall continue to be operated and maintained as housing for the elderly. The Project's light and air which is now protected by Parcel 2 shall continue to be so protected by an easement which would be a condition to any subsequent transfer of the land by the 121A entity. Further, parking shall be made available to the tenants and will insure the same use and benefit as provided by the parking lot located on Parcel 3. The excision of Parcels 2 and 3 from the 121A Project Area would require the reference to "70-80 Mason Street" to be deleted, and the following language to be substituted in place thereof: "80 Mason Street".

Under the proposed Amendment, all terms of the Contract with the City of Boston under Chapter 121A, Section 6A and the Regulatory Agreement with the Authority pursuant to Chapter 121A, Section 186 shall remain in effect.

The Legal staff has examined this application and has found sufficient evidence to permit the Authority to approve the Amendment.

It is therefore recommended that the Authority adopt the attached Amendment to the Report and Decision on the Project.

The appropriate vote follows:

VOTED: That the document presented at this meeting entitled, "First Amendment to the Report and Decision on the Application of Mason Place Company for the authorization and approval of a Project under Massachusetts General Laws Chapter 121A as amended, and Chapter 652 of the Acts of 1960, to be undertaken and carried out by a Limited Partnership formed under Massachusetts General Laws Chapter 109, and approval to act as an Urban Redevelopment Limited Partnership under said Chapter 121A" be and hereby is approved and adopted.

